


1-20-1761

## Indenture signed by Silas Deane

Silas Deane

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1761

This Indenture made this 20<sup>th</sup> Day of Jan<sup>y</sup> in the  
Year of Our Lord one Thousand seven Hundred & sixty one between  
Silas Dean of Hartford in the County of Middlesex on the one part  
and Humphrey & Solomon Avery of the other part Witnesseth that the  
above<sup>d</sup>. Silas Dean as Administrator to the Estate of Dea<sup>m</sup> Silas Dean  
late of Groton dec<sup>d</sup>. hath leased and to farm let & by these presents doth  
lease and to farm let unto the above<sup>d</sup>. Humphrey and Solomon  
Avery and their Assigns. All the Lands, Buildings, Cattle, and  
Instruments & Appurtenances therunto belonging of which Dea<sup>m</sup> Silas  
Dean late of Groton dec<sup>d</sup>. did possess of lying in s<sup>t</sup>. Groton to  
have and to hold the same for the full Term of one Year and three  
Months from the Day of the date hereof with free and full Liberty  
of improving the s<sup>d</sup>. Lands, Buildings & Appurtenances with all  
Privileges therunto belonging for the space above mentioned. s<sup>d</sup>. Lands  
being by Estimation upwards of two Hundred Acres, about Ninety of which  
being a part of a tract of Land known by the Name of Massachusetts  
now in dispute & lying before the Hon<sup>ble</sup>. the Gen<sup>l</sup>. Assembly the above<sup>d</sup>.  
Silas Dean doth covenant & agree to defend the same and that for and  
the above<sup>d</sup>. s<sup>d</sup>. Lands by Order of Assembly or otherwise by a Course of  
Law disturbed in the peaceable and quiet possession and improvement  
of s<sup>d</sup>. Lands last mentioned or any part thereof that he the s<sup>d</sup>. Silas  
Dean will make them good by satisfaction such as indifferent Free-  
holders shall judge and determine just and equitable. Further  
the above<sup>d</sup>. Silas Dean doth declare himself vested with the sole right of  
leasing as above<sup>d</sup>. all the Lands above mentioned & to warrant & defend  
the same against all Claims & demands whatsoever. In Considera-  
tion whereof the above<sup>d</sup>. Humphrey & Solomon Avery do on their  
part Covenant & agree & bind themselves their Heirs, Executors &c.  
at the expiration of s<sup>d</sup>. Term of Time well and truly to pay unto  
the s<sup>d</sup>. Silas Dean his Heirs Executors or the full and just Sum  
of thirty five pounds in lawfull Money of bills of publick Credit of the  
Colony of Connecticut Also that the s<sup>d</sup>. Lands, Buildings and their  
Appurtenances shall then be delivered up in good and tenurable  
Repair as they now are except necessary Wear in s<sup>d</sup>. Term

Justices

Further that all the Hay & fodder which is now on P. Farms  
shall be used on the same also all that shall grow during P. Term  
of Lease, That the P. Silas Dean shall have free Liberty of  
entering, securing and harvesting for his own Use and Benefit all the  
Wheat and Rye now growing on P. Land <sup>on which</sup> <sup>grain</sup> now is  
which Land shall not be  
entred on by the Lessees untill P. Harvest is past

Further That the P. Sycrus Humphrey & Sol. Avery shall on no  
pretensions commit Wast of Timber themselves or permit it by  
others nor shall they cut or destroy any Timber but such as shall be  
necessary for fire Wood & repairing of Fences

Further that if within P. Term of Time the aforesd. Lessee shall  
see fit to sell or dispose of P. Farm &c he shall have free Liberty to  
do the same & to put the purchases in <sup>to</sup> possession of the same  
on making good whatever may be appoynted damage thereby acc-  
ruing to the Lessee the Damage to be appoynted by indifferent  
Strangers as aforesd.

In confirmation whereof the Parties have hereunto  
set their hands & Seals this twentieth Day of Jan<sup>y</sup>.

Annoq. Domini 1761 and in the first Year of his Majesty's  
Reign George the third King &c &c

Bery: Giles

Silas Dean

Timothy Parke

Humphrey Avery

Solomon Avery

L 35. due 20<sup>th</sup> Jan<sup>y</sup>. 1762

James O. B.  
London

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Wm. Avery  
Wm. Avery  
Wm. Avery

Norwich March 7<sup>th</sup> 1769 I acknowledge the  
within Lease to be completely performed and  
finished for my Father & self Solomon Avery